& Co. shall not concern me. This is made as proof."

In my opinion the words "I also declare that from henceforth I shall have no right to recover the shop premises of Winsons & Co." are of great significance. It seems to me that they strongly support the defendant's case that Winsons & Company took over from the plaintiff the tenancy of the whole of the ground floor of the premises.

Another matter to which the learned trial judge does not appear to have given sufficient weight is the fact that certain payments by the plaintiff of the rental of $10 per mensem to Winsons & Company were recorded in the books which were admitted in evidence as exhibits D5 and D6. The learned trial judge stated that in his opinion these two books represented the real working books of account of the firm. In my opinion the fact that the payments of $10 were recorded in these books also goes to support the defendant's case.

Finally, it is to be observed that the plaintiff while giving evidence said, "Subsequently I did pay $10 a month to Lim Kay Poh." Now the rent which the plaintiff alleged that he was paying to Lim Kay Poh was $50 per mensem which was later increased to $58.50 per mensem. If these were the amounts which he was paying for the rent of the premises there was no need to particularise the payments of $10. In my opinion this is another matter which goes to support the defendant's case.

In view of the foregoing, I have reached the conclusion that the learned trial judge should have given judgment for the defendant. The appeal is allowed and the judgment of the court below set aside.

Thomson L.P. : I have had the benefit of reading the judgment of Tan Ah Tah, F.J., in this case with which I entirely agree.

Chua J.: I have had the opportunity of reading the judgment which Tan Ah Tah F.J. has written. I concur with his judgment and have nothing to add.

Appeal allowed.

Solicitors: *Osborne-Jones & Redrup; L. A. J. Smith.*

YUSOFF v. CENTRAL ELECTRICITY BOARD

[O.C.J. (Ismail Khan J.) August 15, 1964]

[Malacca — Civil Suit No. 60 of 1960]

Electricity Ordinance, 1949, s. 67 — Electricity Regulations, 1951, regs. 14(1), (2)(a), 16(10), 22(1) & 42 — Breach of statutory duty — Whether recovery barred by provision for criminal sanction.

Negligence — Electrical installation — Death arising from tampering with electrical installation — Whether defendants negligent.

Civil Law Ordinance, 1956, ss. 7 & 8.

The plaintiff, sued the defendant on behalf of the estate of his son who died from electrocution as a result of coming into contract with a defect in the installation erected by the defendants for the supply of electricity to the plaintiff's house. The plaintiff claimed damages under sections 7 and 8 of the Civil Law Ordinance, 1956, and rested his claim on two alternative courses of action, i.e. (a) breach of statutory duty as provided in section 67 of the Electricity Ordinance and/or (b) negligence at common law. The defendants denied that they were in breach of statutory duty or guilty of negligence. They contended that the deceased caused and/or contributed to his death by his own negligence and failure to take care of his own safety. In the alternative, they alleged that the deceased knew or ought to have known that tampering with the electrical installation involved a risk of injury and that the deceased in acting as he did consented to running the said risk.

Held: (1) there was no evidence of any breach of section 67(1) of the Electricity Ordinance or the regulations made thereunder;

(2) there was no evidence of any negligence on the part of the defendants at common law;

(3) the cause of the accident in the sense of the operative act and effective cause was solely due to the deceased's own act in tampering with the defendants installation.

Observations on the main purpose of the Electricity Ordinance, 1949.

Cases referred to:—

(1) *London Passenger Transport Board* v. *Upson* [1949] A.C. 155.

(2) *Doe d. Bishop of Rochester* v. *Bridges* (1831) 1 B. & A. 847, 859.

(3) *Solomons* v. *Gertzenstein Ltd. & Ors.* [1954] 2 Q.B. 243.

(4) *Couch* v. *Steel* 3 E. & B. 402.

(5) *Britton* v. *Great Western Cotton Co.* (1872) L.R. 7 Ex. 130.

(6) *Groves* v. *Wimborne (Lord)* [1898] 2 Q.B. 402.

(7) *Britannic Merthyr Coal Co. Ltd.* v. *David* [1910] A.C. 74.

(8) *Dawson & Co.* v. *Bingley U.D.C.* [1911] 2 K.B. 149.

(9) *Black* v. *Fife Coal Co. Ltd.* [1912] A.C. 149.

(10) *Read* v. *Croydon Corporation* [1938] 4 All E.R. 631.

(11) *Lavender* v. *Diamints Ltd.* [1949] 1 K.B. 585.

(12) *Atkinson* v. *Newcastle & Gateshead Waterworks Co.* (1877) 2 Ex. D. 441.

(13) *Johnston* v. *Consumers' Gas Co. of Toronto* [1898] A.C. 447.

(14) *Phillips* v. *Britannia Hygienic Laundry Co. Ltd.* [1923] 2 K.B. 832.

(15) *Square* v. *Model Farm Diaries (Bournemounth) Ltd.* [1939] 2 K.B. 365.

(16) *Badham* v. *Lambs Ltd.* [1946] K.B. 45.

(17) *Clarke* v. *Brims* [1947] K.B. 497.

(18) *Cutler* v. *Wandworth Stadium Ltd.* [1949] A.C. 398.

(19) *Monk* v. *Warbey* [1935] 1 K.B. 75.

(20) *Marshall* v. *Gotham Co. Ltd.* [1954] A.C. 360.

(21) *Admiralty Commissioners* v. *S.S. Volute* [1922] 1 A.C. 129.

(22) *Williams* v. *Sykes and Harrison Ltd.* [1955] 3 All E.R. p. 226.

(23) *Rushton* v. *Turner Brothers Ashestos Co. Ltd.* [1959] 3 All E.R. p. 517.

CIVIL SUIT.

H. B. Ball for the plaintiff.

M. Shankar for the defendant.

Cur. Adv. Vult.

Ismail Khan J.: The plaintiff is the administrator of the estate of one Ahmad bin Haji Mohamed Yusoff, deceased, who died on 9th January, 1960, from electrocution when he came into contact with a defect in the installation erected sometime in 1951 by the defendants for the supply of electricity to the plaintiff's house at Pringgit, Malacca.

The installation consisted of two cables (the phase and the neutral) from the service mains at the roadside to a pair of bobbin insulators near the top of the service pole. A few feet from the house these cables came to another pair of bobbin insulators further down the pole and were then taken to the apex of the roof of the house and from there to the terminal points at the meter-board. Soft copper binding wires were used to fix the cables to the insulator. The same wires were then wound round the cables. The two cables were cleated on to the service pole to keep them in position. At the two bottom bobbin insulators a catenary wire was wound round the pole about five inches above. The cables were put through triangular suspenders supported by the catenary wire. The other end of the catenary wire was to support the two cables and to prevent them from swinging.

Exhibit P1 page 22 is a plan of the installation. Photographs of the installation appear at P1 pages 23 and 24. I pause to observe that the building described as the annexe therein was built after the erection of the installation, but before January 1960 when the deceased met with his accident.

The plaintiff claims damages on behalf of the dependants, namely, himself (the father) and one Hajjah Puteh bte. Bachik (the mother) for the loss occasioned to them by the death of the deceased under section 7 of the Civil Law Ordinance, 1956, and for the loss of expectation of life under section 8.

In his statement of claim, the plaintiff alleges that under section 67 of the Electricity Ordinance, 1949, it was the duty of the defendants to carry out the erection of such electrical installation in the prescribed manner and without prejudice to public safety, but the defendants erected the said installation negligently and in breach of the said statutory duty. The plaintiff therefore rests his claim on two alternative courses of action, namely:—

(1) breach of statutory duty; and/or

(2) negligence at common law.

Section 67(1) of the Ordinance reads as follows:—

"The execution of all work in connection with the generation or supply of energy which may affect any street, railway, tramway, river, canal or other waterway or any system of irrigation, drainage or water supply or any telegraphs, telephones, radio-communications, harbour works or other public or private works, and the erection of any supply line crossing, whether overhead or underground, any such way or work as aforesaid, shall be carried out in the prescribed manner and without prejudice to public safety or private safety."

In the course of the trial Mr. Ball for the plaintiff referred to several regulations under the Ordinance. The pleadings make no mention of these regulations but contain the following allegations, namely:—

(1) that the defendants installed a phase wire which was not properly insulated and was not of such a quality as to remain properly insulated, and which became a dangerous defect in the insulation. This, it was submitted, would be a breach of regulations 14(1) and 14(2)(a) of the Electricity Regulations, 1951, (L. N. No. 406 of 1951) which read as follows:—

"(1) All apparatus and conductors shall be sufficient in size and power to serve the purpose for which they are intended and shall be so constructed, installed, arranged, protected, worked and maintained as to prevent danger, so far as is reasonably practicable.

(2)(a) All conductors shall be either insulated and further effectively protected where necessary to avoid danger or so placed or safeguarded as to prevent danger, so far as is reasonably practicable.

....";

(2) the defendants either failed to manage or work the installation or worked or managed it negligently and in the result failed to detect a defect which had become dangerous and to disconnect it. This it was suggested would be a breach of regulation 16(10). In my opinion, it would also constitute a breach of regulation 22(1).

Regulation 16(10) reads:—

"Every aerial line, including its supports and structural parts, and electrical appliances and devices belonging to or connected therewith, shall be regularly inspected and effectively maintained."

Regulation 22(1) reads:—

"Installations shall be maintained in good and efficient working order and their standard of safety shall be so maintained as continuously to obviate danger so far as is reasonably practicable."

It seems to me that all these allegations may well come within the ambit of regulation 22(1).

Although the regulations were not pleaded,

I feel I cannot in fairness to the plaintiff disregard them. In the case of *London Passenger Transport Board* v. *Upson,*[1] Lord Du Parcq said:—

"My Lords, the learned counsel for the appellant Board invited your Lordships to deal with this appeal on the footing that, notwithstanding the omission of any reference to the material statutory regulations in the statement of claim, the respondents were entitled to rely on any breach of them which the evidence established. Even without this invitation it would, I think, have been difficult for your Lordships to dispose of the appeal without regard to these regulations. To attempt to do so would be to shut one's eyes to considerations which are both relevant and important."

The defendants deny that the installation was erected negligently or in breach of statutory duty. They deny there was a dangerous defect in the installation. If there was such a defect, they allege it was not attributable to any negligence or breach of statutory duty on their part. They deny that they managed or worked the said installation negligently or in breach of duty. They contend that the deceased caused and/or contributed to his death by his own negligence and failure to take care for his own safety. In the alternative, they allege that the deceased knew or ought to have known that tampering with the electrical installation involved a risk of injury and that the deceased acting as he did consented to running the said risk.

Section 67(2) of the Ordinance provides the penalty for the breach of section 67(1), and regulation 42 sets out the penalties for the breach of the regulations. The question is whether liability to a penalty on the part of the offender excludes recovery of compensation by anyone injured by a breach of the statutory duty.

The *prima facie* rule was laid down in the case of *Doe d. Bishop of Rochester* v. *Bridges* [2] where Lord Tenterden said:—

"Where an Act creates an obligation and enforces the performance in a specified manner, we take it to be a general rule that performance cannot be enforced in any other manner."

This rule however always yields to the proper construction of the statute — see *Charlesworth* on Negligence, 3rd edition, page 448, article 718. The position is not free from difficulty judging from the decisions in the numerous cases on this point. Most of these were reviewed in the case of *Solomons* v. *Gertzenstein Ltd. & Ors.*[3] It seems that where the statutory obligation was imposed, primarily for the benefit of a particular class of persons, the penalty clause was held not to detract from the right of such persons to sue for a breach of the statutory duty. See: *Couch* v. *Steel,*[4] *Britton* v. *Great Western Cotton Co.,*[5] *Groves* v. *Wimborne (Lord),*[6] *Britannic Merthyr Coal Co. Ltd.* v. *David,*[7] *Dawson & Co.* v. *Bingley U.D.C.,*[8] *Black* v. *Fife Coal Co. Ltd.,*[9] *Read* v. *Croydon Corporation,*[10] *Lavender* v. *Diamints Ltd.*[11] (1949) 1 K.B. 585.

On the other hand, there are cases where though the duty was clearly imposed for the benefit of a class, a member thereof injured by a breach of the duty was held to have no right of action — see *Atkinson* v. *Newcastle and Gateshead Waterworks Co.,*[12] and *Johnston* v. *Consumers' Gas Co. of Toronto.*[13]

In the following cases it was held that where the obligation was of a public nature and imposed in the interests of the public at large an individual had no right of action. See: *Phillips* v. *Britannia Hygienic Laundry Co., Ltd.,*[14] *Square* v. *Model Farm Diaries (Bournemouth) Ltd.,*[15] *Badham* v. *Lambs Ltd.,*[16] *Clarke* v. *Brims,*[17] *Cutler* v. *Wandsworth Stadium Ltd.*[18]

This principle does not appear to have been followed in the case of *Monk* v. *Warbey,*[19] where a person although not a member of any particular class was held entitled to recover damages for a breach of the Road Traffic Act, 1930.

It seems therefore in the present state of the authorities that — "No universal rule can be formulated which will answer the question whether in any given case an individual can sue in respect of a breach of statutory duty", *per* Romer L.J. in *Solomons* v. *Gertzenstein Ltd. & Ors.*[3] cited above, page 266.

To find the answer in this case, it is necessary to study the Ordinance and its regulations.

The main purpose of the Ordinance is to provide for the supply of electricity to the public and therefore to promote the welfare and interests of the community. It contains a number of provisions dealing with a variety of matters. Some of the provisions are concerned with the safety to individuals such as those residing in houses served by the defendants' installations. The provisions relied on are section 67(1) and regulations 14, 16 and 22. It seems to me that the situation here is not unlike that in the case cited — *Solomons* v. *Gertzenstein.* There, the owner of a house was required under the London Building Acts (Amendment) Act, 1939, to have a trap door with a fixed ladder or other means of access to the roof. Section 133 of the Act provided that all arrangements for lessening danger from fire, and all means of escape in case of fire should be kept and maintained in good condition and repair and in good working order. The building had a trap door to the roof and an adequate ladder to the roof, but the ladder was seldom in position. A fire started in the well of the staircase in the house and an employee of a tenant on the second floor had gone to the top floor in search of water. A sheet of flame flared up in the staircase. The ladder not being in position, the plaintiff could not escape through the roof and while escaping through a window received his injuries. He was held entitled to

recover damages for a breach of statutory duty although the statute also imposed penalties for such breaches. Romer L.J. said at page 264:—

"It is, of course, clear that the general purpose of the London Buildings Acts was to promote the welfare and interests of the very considerable section of the English community which lives in London. With this end in view the Act of 1939 made legislative provision for such things as the naming and numbering of streets, the construction of buildings, dangerous and neglected structures and so on. There is nothing inconsistent, however, in including in legislation which is generally designed to regulate in various ways the lives of a vast community provision for the safety and protection of individuals; and in my opinion it was the object of section 133 of the Act of 1939 to make provision of this kind."

And His Lordship went on to observe at page 266:—

"I find it difficult to appreciate why an 'owner' of a house should be exempt from a liability to which an employer on whom similar or equivalent duties are imposed by the Factories Act is subject; for the inhabitants of a house are at least as definite a class as are the workers in a factory."

The observations of His Lordship would be appropriate to this case. Although the Ordinance is directed to the general welfare of the community, there is nothing inconsistent in the inclusion therein of the above provisions for the safety and protection of individuals and any person such as the plaintiff, or any member of his family living with him, would in my view have a right of action for damages if injured by a breach of any such provisions notwithstanding the criminal sanction.

The next question that falls to be decided is whether there has been any breach of the relevant provisions of the Ordinance.

I hold that the installation, including the service pole, is the property of the defendants and its maintenance their responsibility.

It is not in dispute that the deceased suffered electrocution through a leakage of electricity due to a cut in the insulation of a phase cable at the bottom bobbin insulator marked 'A' in P1 page 24, Snap 5.

With regard to section 67(1) of the Ordinance, I find that this section is concerned with the responsibility of the board at the time of the erection of the installation.

There is the evidence of Mr. Koch, D.W.3, an assistant engineer employed by the defendants. In 1951 he was the technical assistant supervising the erection of the installation. He was satisfied with it. According to Mr. Yeoh Tuck Onn, D.W.1, the electrical inspector for South Malaya, the cables used were specially made for outdoor purposes to withstand weather conditions and they were made according to British standards of specification and accepted under the regulations for use in Malaya. The material used in this particular case was of the best in comparison with those for outdoor use. D.W.3 confirmed D.W.1's evidence as to the strength and durability of such cables. There is therefore no evidence of any breach of this section of the Ordinance or of any negligence on the part of the defendants.

As for the suggestion that the cable was not of such a quality as to remain insulated, D.W.1 said it was the best of its kind because it had more protective layers in the insulation. Apart from the cut, the cable was in very good condition except in places where the outer cotton braiding had deteriorated.

It was pointed out for the plaintiff that there was a danger in the copper binding wire of the H.S.O.S. cables cutting into the cable and they should have been replaced by the P.V.C. cables to avoid the unsafe features of the former. As against this, there is evidence that both the P.V.C. cables and the H.S.O.S. cables were equally safe. The P.V.C. cables were not known at the time of the erection of the installation. They were introduced later and have been used since on grounds of economy and not of safety.

It was next strenuously argued for the plaintiff that the cut or defect in the insulation could have been detected but for the inadequate system of inspection adopted by the defendants. There was only a visual and at most a cursory inspection.

According to the plaintiff, there was a more effective method of inspection, namely, the use of a testoscope which should have been adopted in this case, as the insulation was close to the roof of the annexe. D.W.1 admitted that it might be prudent to use a testoscope to test a naked wire and that it was not a difficult test. According to D.W.4, district manager of the Central Electricity Board, Malacca, a member of the Institute of Electrical Engineers, with experience in electrical matters since 1947, the object of the inspection is to see if there is any break in the insulation and leakage of electricity; for the latter purpose it would be necessary to use a testoscope every three months.

For the defendants, it was contended that to detect a break in the insulation a visual inspection would have been sufficient. On low tension lines, as in this case, inspection need only be visual. It does not require any specialised knowledge. According to D.W.4, the cost of inspection by means of a testoscope every three months would be $25,000 per annum as against $7,000 per annum for visual inspection. A testoscope could only register evidence of an appreciable leakage of electricity and this could only happen when the damage to the insulation has gone right down to the conductor. The testoscope could not register a low leakage. Inspection once every

three months would be no guarantee that the insulation is safe. He did not think the installation as shown in P1 page 22 was dangerous as the wires were insulated and not bare.

It was submitted for the defence that the obligation under the said regulations, taking into consideration the terms of regulation 22, is qualified by the words "so far as is reasonably practicable". My attention was drawn to the case of *Marshall* v. *Gotham Co. Ltd.*,[20] which sets out the test of what is "reasonably practicable". This is summarised in the head-note which reads:—

> "The test of what is 'reasonably practicable' is not simply what is practicable as a matter of engineering, but depends on a consideration, in the light of the whole circumstances at the time of the accident, whether the time, trouble and expense of the precautions suggested are or are not disproportionate to the risks involved, and also an assessment of the degree of security which the measures suggested may be expected to afford."

Having regard to all the evidence, and in the light of the authority cited as to the test of what is reasonably practicable, I find that there is no breach of any of the relevant regulations in this case, nor is there any negligence on the part of the defendants at common law.

In case I am wrong in this, it is necessary to find out how the deceased came to be electrocuted.

According to D.W.1 and D.W.3, there were a number of unauthorised extensions both in the plaintiff's house and the annexe. There were several nails stuck on the upper section of the service pole. There was an aerial wire round it and the other end of it was tied to a tree shown in P1 page 24, Snap 7. There was a plastic wire leading from the aerial to a radio in the annexe. Above the aerial was a nail from which was suspended a galvanised iron wire. These did not form a part of the installation. In the annexe were spanners, pliers, and radio spare parts. The plaintiff himself admitted there were these unauthorised extensions in his house and that he had warned the deceased not to play about with electricity. Apart from these admissions, the plaintiff's evidence was of little assistance.

Yassin bin Baba, D.W.5, said that before the accident that evening he had been playing badminton with the deceased. After the game they rested for sometime and then he got the deceased a ladder. Although he did not know what the deceased did with it, he next saw him on the roof of the annexe quite close to the pole. The deceased appeared to be stiff and rigid.

D.W.3 on receiving a report of the accident went to the plaintiff's house with Mr. Metcalfe, then district manager, Central Electricity Board, Malacca, who has now left the country. Mr. Metcalfe used his testoscope to test the catenary wire round the pole. There was no indication of any leakage when this was first tested, but on pressure being brought to bear on it after contact with the bobbin insulator, there was an indication.

D.W.1 said that when he inspected the insulation he found one end of the catenary wire lying on top of the bobbin insulator and was in contact with the binding wire of the phase cable. The galvanised iron wire was also in contact with the catenary wire. Normally, the catenary wire tied round the pole would have stayed put and could have come into contact with the binding wire as a result of pressure from above, the reason being that if the catenary wire had been resting on the binding wire of the phase cable there would have been pit marks on the galvanised wire and the binding wire. He found no such pit marks.

All this evidence raises a strong probability that the deceased had gone up the service pole on several occasions to carry out unauthorised operations in respect of his aerial. He had stepped on the catenary wire and brought it into contact with the binding wire of the phase cable which had cut down to the conductor. On that day all three wires — the galvanised wire, the binding wire and the catenary wire were all in contact with each other resulting in a flow of current to the galvanised wire. According to the medical evidence, there were no burns on the deceased's hands. This rules out the possibility of his having handled to the phase cable. There is evidence, however, of a superficial linear burn about 1½ inches long over his upper abdomen near the mid-line. The deceased could have stood with his left foot on the two bobbin insulators and the right foot on the stay insulator. The pressure of the foot on the catenary wire and the binding wire caused the bobbin insulator to come into contact with the live conductor of the phase cable. The galvanised iron wire being in contact with the catenary wire became alive. The deceased suffered a shock when his abdomen came in contact with the galvanised wire. The deceased was a young man twenty years old at the time of the accident with a senior school certificate. He was employed as a clerk with the Rubber Panting Board. He was interested in electricity and must have been aware of the dangers involved in tampering with any electrical installations.

Section 86(1) of the Ordinance reads:—

> "Any person who wilfully so tampers with or adjusts any installation or part thereof as to cause or to be likely to cause danger to human life or limb or injury to any apparatus or other property shall be guilty of an offence and for each such offence shall be liable to imprisonment of either description for a term which may extend to five years."

In defiance of this prohibition, and despite the warning of his father, the deceased had carried out his unauthorised electrical work on the pole and thereby suffered injuries resulting in his

death. These circumstances bring this case within the principle laid down in *Admiralty Commissioners* v. *S. S. Volute*,[21] followed in *Williams* v. *Sykes and Harrison, Ltd.*,[22] and in *Rushton* v. *Turner Brothers Asbestos Co., Ltd.*[23] In the last case the plaintiff was employed by the defendants to operate a fibre crushing machine the grooves of which had to be cleaned from time to time. The machine had to be stopped when the cleaning was in progress. The plaintiff was instructed never to attempt to clean such grooves when the machine was in motion. One afternoon when a groove of the machine required cleaning, the plaintiff put his hand into the machine without stopping it and his hand was crushed. It was held that although the defendants were in breach of their statutory duty under section 14(1) of the Factories Act, 1937, in that they had failed to fence a dangerous part of the machinery, they were not liable in damages to the plaintiff because, as Ashworth J. said at page 521 of the plaintiff:—

"....he must have known that the machine was in motion....and he must have known, and I so find, that he was placing his hand in a position of great danger when he deliberately inserted it into the moving groove. I find....that the cause of this accident, in the sense of the operative act and effective cause, is wholly to be attributed to him."

In the instant case I find that the cause of the accident in the sense of the operative act and effective cause was solely the deceased's own act in tampering with the defendants' installation.

The claim is dismissed with costs.

Claim dismissed.

Solicitors: *Allen, Gledhill & Ball*; *Shearn, Delamore & Co.*

RE DINGLE FOOT

[O.C.J. (Ong J.) August 18, 1964]

[K.L. — Petition for Admission No. 22 of 1964]

Advocates and Solicitors — Admission — Dispensing with reading in chambers — Shortening of notice by 79 days — Discretion — Public interest — Advocates & Solicitors Ordinance, 1947, ss. 5, 7, 8.

This was an application by Mr. Dingle Foot Q.C. for admission and enrolment as an advocate and solicitor of the High Court in Malaya. The application was due to be heard on August 14, 1964 but proceedings on the petition were stayed on that date under section 7(4) of the Advocates and Solicitors Ordinance, for half a day, with liberty to the petitioner at the expiration of such period to make a fresh application under section 7(2). Application was then made to restore the petition under section 7(5) of the said Ordinance.

The case for which the applicant has been retained was stated by the applicant (and not challenged at the hearing) in his affidavit to be one of great public importance involving issues on the interpretation of statutes, the power of the court to grant declarations, the provisions of the constitution and trade union law, in all of which he has had long experience: The applicant had been in active practice in various Commonwealth countries and has been regularly engaged in the Judicial Committee of the Privy Council since 1945 and that he had been called to the Bar or admitted as a solicitor or practitioner in Ghana, Ceylon, Northern Rhodesia, Sierra Leone, India and Bahrain and had also regularly appeared in the Courts of Kenya, Uganda, Tanganyika, Nyasaland and Pakistan. The applicant had appeared in the Privy Council for many years in connection with appeals from Malaya both civil and criminal.

The questions before the court were whether the statutorily required period of reading in chambers could be dispensed and the statutory six months notice under section 5(2) may properly be shortened by 79 days.

Held: (1) the applicant's eminence at the Bar was too well known for the court to pause and hesitate over dispensing *in toto* with the statutorily required period of reading in chambers;

(2) the statutory six months notice may properly be shortened by 79 days.

Per Ong J.: "I think I should be affecting an unduly tender regard for imaginary and fanciful risks to which I may expose public interest were I to state that I feel myself unable to anticipate by 79 days the allowing of an application which I should be bound to allow on November 6, 1964....I might mention, in conclusion, that if it is feared that this case should prove an unfortunate precedent opening the floodgates to all sorts of would-be legal practitioners from various parts of the Commonwealth knocking at our doors, the remedy is readily to hand by proper amendments of the Ordinance."

PETITION FOR ADMISSION.

P. G. Lim (Miss) for the petitioner.

Au Ah Wah (Senior Federal Council) for the Attorney-General.

Dato' S. M. Yong for the Bar Council.

K. A. Menon for the Bar Committee.

Ong J.: This is an application by Mr. Dingle Foot, Q.C. for admission and enrolment as an advocate and solicitor of the High Court in Malaya. The application was due to be heard on August 14, 1964, but for reasons which need not here be stated, further proceedings on the petition were stayed on that date under section 7(4) of the Advocates and Solicitors Ordinance, for half-a-day, with liberty to the petitioner at the expiration of such period to make a fresh application under section 7(2). The application thus came up before me for hearing on August 17 in the absence of the Honourable the Chief Justice in the Federal Court in Singapore, and under section 7(5) application has been made to restore the petition.

Objections have been made by Senior Federal Counsel, representing the Attorney-General, and by representatives of the Bar Council and the Bar Committee.

Section 5 of the Ordinance governs the admission and enrolment of qualified persons as advocates and solicitors of the High Court. Subsection (3) requires that the petitioner should